

duration, shall be cause for dismissal. This does not limit the City from taking any other disciplinary action if otherwise justified.

Section 27. Disaster Responsibility

When a significant disaster, as defined by the City Manager, occurs in San Bruno, employees in classifications set forth in Appendix "A" of this Memorandum of Understanding shall report to their work stations for duty; provided, however, where a natural or man-made disaster is of such magnitude that a reasonable person would think to respond, no notification is necessary and the employee, upon actual knowledge thereof, shall report to work accordingly.

Section 28. Carry Out of Assignments

Employees shall carry out all lawful instructions issued by their supervisor regarding work assignments. If there are any complaints in regard to the work assignment, the employee may exercise the right to use the grievance procedure after the instruction has been carried out.

Section 29. No Strike/Job Action Response

(a) Participation in any job action, as defined in Section 19.1 (12) of this Memorandum of Understanding by an employee pertaining to employment with the City of San Bruno shall constitute an automatic resignation from the position, which position shall be deemed for all purposes to be vacant.

(b) The City will make reasonable efforts to avoid obtaining materials, supplies, or equipment from businesses within the City that are the subject of a job action if there are reasonable alternative sources within the cities of Millbrae, San Bruno, or South San Francisco. This will not apply to materials, supplies or equipment which the City is legally required to obtain from a particular source due to competitive bidding requirements or other contractual obligations. In the event that such items are to be picked up at a place of business which is the subject of a job action, the City shall refrain from the use of bargaining unit employees to obtain them if other alternatives are reasonably available. In times of emergency this paragraph will not be applicable. For purposes of this paragraph, "emergency" is defined as an immediate threat to life and property. The Union shall be notified when the "emergency" exception is to be invoked.

Section 30. Part-time Employees

(a) Employees occupying permanent part-time positions shall work such hours and schedules as prescribed by the appointing authority.

(b) Permanent part-time employees assigned to allocated positions shall be entitled to sick leave, family sick leave, and family medical leave pursuant to state and federal laws, bereavement leave; and industrial disability leave and vacation leave in proportion to the number of hours of the work week such employee bears to the number of hours of regular work